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<b>PETITION FOR REVIVAL OF AN INTERNATIONAL APPLICATION FOR PATENT DESIGNATING THE U.S. ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)</b>		Docket Number (Optional) 310048-347 PCT
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First named inventor: Jay R. Akhave et al.

International (PCT) Application No.: PCT/US98/25875 U.S. Application No.:

Filed: 07 December 1998 (07.12.98) (if known)

Title: CONTROLLED DROPLET-FORMED LAYERED STRUCTURES

RECEIVED

27 OCT 2000

USPTO

Attention: PCT Legal Staff  
Box PCT  
Assistant Commissioner for Patents  
Washington, D.C. 20231

The above-identified application became abandoned as to the United States because the fees and documents required by 35 U.S.C. 371(c) were not filed prior to the expiration of the time set in 37 CFR 1.494(b) or(c) or 1.495(b) or (c) as applicable. The date of abandonment is the day after the date on which the 35 U.S.C. 371(c) requirements were due. See 37 CFR 1.494(g) or 1.495(h).

## APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION

NOTE: A grantable petition requires the following items:

- (1) Petition fee
- (2) Proper reply
- (3) Terminal disclaimer with disclaimer fee--required for all international applications having an international filing date before June 8, 1995; and
- (4) Statement that the entire delay was unintentional.

## 1. Petition fee

Small entity - fee \$ \_\_\_\_\_ (37 CFR 1.17(m)). Applicant claims small entity status.  
See 37 CFR 1.27.

Other than small entity - fee \$ 1,240 (37 CFR 1.17(m))

## 2. Proper reply

A. The proper reply (the missing 35 U.S.C. 371(c) requirement(s) in the form of  
Petition and Patent Application (identify type of reply):

has been filed previously on \_\_\_\_\_

is enclosed herewith.

10/06/2000 MBIZLINES 00000030 09647752

03 FC:141

1240.00 0P

[Page 1 of 2]

Burden Hour Statement: This form is estimated to take 1.0 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

## 3. Terminal disclaimer with disclaimer fee

Since this international application has an international filing date on or after June 8, 1995, no terminal disclaimer is required.

A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$\_\_\_\_\_ for a small entity or \$\_\_\_\_\_ for other than a small entity) equivalent to the period of abandonment is enclosed herewith (see PTO/SB/63).

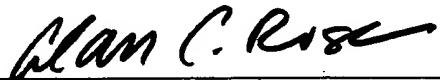
## 4. Statement. The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional.

**WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**

October 4, 2000

Date

Telephone  
Number: (310) 788-5000



Signature

Alan C. Rose, Esq.

Typed or printed name

OPPENHEIMER, WOLFF & DONNELLY LLP  
2029 Century Park East, #3800  
Address

Los Angeles, California 90067

Enclosures:  Response  
 Fee Payment  
 Terminal Disclaimer Form  
 Petition and Patent Application 371(c) & Fees  
 Copy of PCT Application filed 07.12.98  
 Copy of Response to Invitation to Correct Defects

I certify that on 12 May 1999, which is the date I am signing this certificate, this correspondence and all identified attachments are being deposited with the United States Postal Service as Express Mail EL270921576US in an envelope addressed to: Attn: RO/US Assistant Commissioner for Patents, Box PCT, Washington, D.C. 20231.

*Ruth Varker*

Ruth Varker

**PATENT COOPERATION TREATY  
IN THE UNITED STATES RECEIVING OFFICE AUTHORITY**

In Re International Application Of:

**AVERY DENNISON CORPORATION**

International Application No.: PCT/US98/25875

International Filing Date: 07 December 1998  
(07.12.98)

For: **CONTROLLED DROPLET FORMED  
LAYERED STRUCTURES**

Attorney's File Ref. No.  
310048-347

**RESPONSE TO INVITATION TO CORRECT DEFECTS**

Attn: RO/US  
Assistant Commissioner for Patents  
Box PCT  
Washington, D.C. 20231

Dear Sir:

In response to the Invitation to Correct Defects In the International Application dated 13 January 1999, for which a one-month response due date was given, in the above-captioned International Application, the Applicant requests that the enclosed power of attorney and formal drawings be accepted and filed in the subject international application.

The Applicant filed a request for a one-month extension of time to respond on 12 February 1999, a request for a second one-month extension of time to respond on March 11, 1999, and a request for a third one-month extension of time to respond on April 12, 1999.

Please charge any fees due in connection with this filing to our Deposit Account No.  
16-2230.

Respectfully submitted,



Clifton W. Thompson, Reg. No. 36,947  
OPPENHEIMER WOLFF & DONNELLY LLP  
2029 Century Park East, Suite 3800  
Los Angeles, California 90067  
Tel. (310) 788-5000  
Fax (310) 788-5100

Date: 12 May 1999

I certify that on 12 May 1999, which is the date I am signing this certificate, this correspondence and all identified attachments are being deposited with the United States Postal Service as Express Mail EL270921576US envelope addressed to: Attn: RO/US Assistant Commissioner for Patents, Box PCT, Washington, D.C. 20231.

  
Ruth Varker

**PATENT COOPERATION TREATY  
IN THE UNITED STATES RECEIVING OFFICE AUTHORITY**

In Re International Application of:

AVERY DENNISON CORPORATION

International Application No.: PCT/US98/25875

International Filing Date: 07 December 1998  
(07.12.98)

For: CONTROLLED DROPLET FORMED  
LAYERED STRUCTURES

Attorney's File Ref.  
310048-347

**DECLARATION OF CLIFTON W. THOMPSON**

I, CLIFTON W. THOMPSON, declare and say as follows:

1. I am an attorney with the law firm of Oppenheimer Wolff & Donnelly LLP, located at 2029 Century Park East, 38th Floor, Los Angeles, CA 90067, which represents Applicant, AVERY DENNISON CORPORATION, et al.
2. All of the inventors of the subject matter of the above-referenced application have assigned their rights in the invention to Applicant, AVERY DENNISON CORPORATION, and have authorized and given a power to the Assignee of their rights, the Applicant herein, to apply for and obtain patents before International Authorities, and copies of the Assignment Agreement including such power of attorney is attached as Exhibit A. Applicant, AVERY DENNISON CORPORATION, has given a power to our firm to prosecute the above-referenced application on its behalf, a copy of that power is filed concurrently herewith.

3. One inventor, Ghanshyam H. Popat, refuses to cooperate in the prosecution of this application and has refused to sign the assignment document, including the power of attorney referred to above. A copy of Mr. Popat's employment agreement, which includes the obligation to cooperate in obtaining patents on the subject matter of all inventions made while he was an employee of **AVERY DENNISON CORPORATION**, and to assign all rights in such inventions to the Applicant, **AVERY DENNISON CORPORATION**, is attached as Exhibit B.

4. On information and belief, Applicant, **AVERY DENNISON CORPORATION**, has made reasonable efforts to obtain the cooperation of Mr. Popat; and, I personally have contacted Mr. Popat by telephone, in the course of which telephone conversation Mr. Popat indicated that he would not cooperate or sign the required paperwork.

I further declare that all statements made herein of my knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States code and that such willful false statements may jeopardize the validity of the above-identified patent.

Date: 12 May 1999



Clifton W. Thompson, Reg. No. 36,947  
OPPENHEIMER WOLFF & DONNELLY LLP  
2029 Century Park East, Suite 3800  
Los Angeles, California 90067  
Tel. (310) 788-5000  
Fax (310) 277-1297

ASSIGNMENT

WHEREAS, we, JAY R. AKHAVE, TIMOTHY R. ECKHARDT, PAUL B. GERMERAAD, PRADEEP S. IYER, MARK A. LICON, GHANSHYAM H. POPAT and JESSIE C. RRAVES, the undersigned inventors and the ASSIGNORS herein, have invented CONTROLLED DROPLET-FORMED LAYERED STRUCTURES, for which we have filed application for Letters Patent of the United States, which application has been executed by each of us and of which inventions and improvements we are the joint owners; and

WHEREAS, AVERY DENNISON CORPORATION, a Delaware corporation, located at 150 North Orange Grove Boulevard, Pasadena, California 91109 (hereinafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE"), desires to acquire the entire right, title and interest in and to said inventions, applications and Letters Patent to be granted and issued thereon.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) by the ASSIGNEE to us paid, and other valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, we, the said ASSIGNORS, have sold and do hereby sell, assign, transfer and set over unto said ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said inventions and all improvements thereon, in and to said application for Letters Patent thereon, in and to applications pertaining to or based upon said inventions and applications, including divisional and continuing applications and continuations-in-part, and in and to any and all Letters Patent which may be granted and issued on said inventions and applications, or any of them, not only for, to and in the United States of America, its territories and possessions, but for, to and in all countries foreign thereto, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment, including the right to sue in its own name for past infringement.

And for the above-named considerations, we do hereby agree that we will, at the request of said ASSIGNEE, execute any and all applications for Letters Patent for said inventions and any and all other papers and documents and do all other and further lawful acts that said ASSIGNEE may deem necessary or desirable to obtain Letters Patent on said inventions, to secure the grant of such Letters Patent and to perfect and vest in the ASSIGNEE the entire right, title and interest in the inventions, applications and Letters Patent.

And for the above-named considerations, we do hereby authorize and empower the ASSIGNEE, its successors and assigns, to apply for and obtain, in its or their own names, Letters Patent for the said inventions before competent International Authorities and in any and all countries foreign to the United States in which applications for Letters Patent can be so made or Letters Patent so obtained.



JAY R. AKHAVE

Address: 2307 Meadowglen Street  
Upland, California 91784 USA

3/29/99

Date

State of California

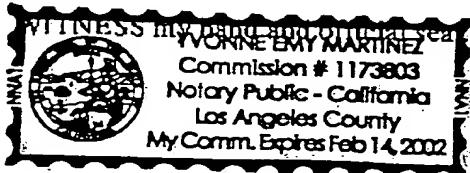
)

} ss.

County of Los Angeles)

On 3/29/99, before me, Yvonne Eng, Notary Public  
personally appeared JAY R. AKHAVE, personally known to me or proved to me on the basis of satisfactory evidence  
to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the

same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Yvonne Emry Martinez  
Notary Public

Timothy R. Eckhardt

TIMOTHY R. ECKHARDT

Address: 255 East Hurst Street  
Covina, California 91723-1128 USA

23 Mar '99

Date

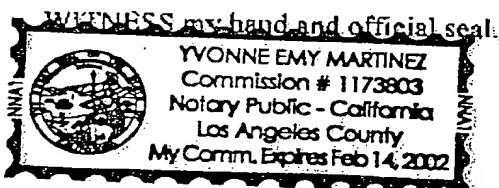
State of California )

)

County of Los Angeles )

) ss.

On 3-23-99, before me, Yvonne Emry Martinez, notary public personally appeared TIMOTHY R. ECKHARDT, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Yvonne Emry Martinez  
Notary Public

PAUL B. GERMERAAD

Address: 3701 Madison Road  
La Canada, California 91011 USA

Date

State of California )

)

County of \_\_\_\_\_ )

) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_ personally appeared PAUL B. GERMERAAD, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

## Notary Public

PROADEEP S. TYER

Address: 3111 Cabo Blanco Drive  
Hacienda Heights, California 91745 USA

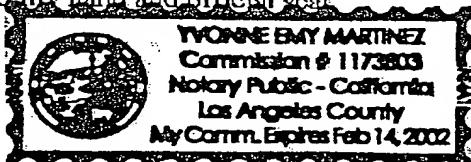
3/18/99

Date

State of California )  
County of Los Angeles )  
ss.

On 3-18-99, before me, Yvonne Eny Martinez, Notary Public  
personally appeared PRADEEP S. IYER, personally known to me or proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Yvonne Emily Martinez  
Notary Public

Notary Public

Mark A. Lister

MARK A. LICON

Address: 266 North Rock River Drive  
Diamond Bar, California 91765 USA

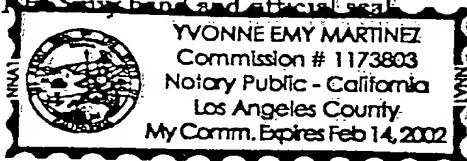
3-18-99

Date \_\_\_\_\_

State of California )  
County of Los Angeles ) ss.

On 3-18-99, before me, Yvonne Emily Martinez, Notary Public personally appeared MARK A. LICON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Yvonne Long, Notary Public

## GHANSHYAM H. POPAT

Address: 10365 Bristol Drive  
Alta Loma, California 91737 USA

Date

State of California )  
County of \_\_\_\_\_ )  
ss.

On \_\_\_\_\_, before me, \_\_\_\_\_  
personally appeared GILANSIYAM H. POPAT, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

**Notary Public**

JESSIE C. REAVES

Address: 1159 South Longwood Avenue  
Los Angeles, California 90019 USA

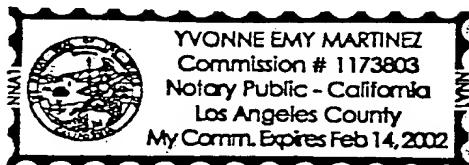
3-18-99

Date \_\_\_\_\_

State of California )  
County of Los Angeles )  
ss.

On 3-18-99, before me, Yvonne Emry Martinez, Notary Public personally appeared JESSIE C. REAVES, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Yvonne Emery Martinez  
Notary Public

same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

---

Notary Public

TIMOTHY R. ECKHARDT

Date

Address: 255 East Hurst Street  
Covina, California 91723-1128 USA

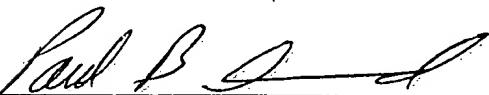
State of California )  
                      )  
                      ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
personally appeared TIMOTHY R. ECKHARDT, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

---

Notary Public

  
PAUL B. GERMERAAD

Date

Address: 3701 Madison Road 14606 Horseshoe Dr  
~~La Canada, California 91011 USA~~ SARATOGA, CA 95070

State of California )  
                      )  
                      ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
personally appeared PAUL B. GERMERAAD, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Consumer products  
Subsidiary, Division or Department

Azusa  
Employee's Location

*Rey*



## Avery International Corporation

### EMPLOYEE AGREEMENT

and

### ACKNOWLEDGMENT OF OBLIGATION

*(POT) AE*

Employee's Last Name

*G. H. ANSTYAH*

*H.*

First Name

*10365 Bristol dr.,*

*Altadena CA 91101 (714) 950-4741*

Initial

Home Address

Home Telephone No.

In consideration of employment by Avery and the compensation to be paid by Avery for Employee's services, Employee hereby acknowledges that he or she understands and agrees that the provisions hereof are part of his or her employment with Avery.

#### DEFINITIONS

As used herein, "AVERY" shall mean Avery International Corporation and any of its subsidiary or affiliated corporations and entities; "Client" shall mean any person or entity with whom Avery conducts business or from whom Avery or Employee obtains information; "information" shall mean any information or knowledge, including matters of a technical nature such as know-how, formulae, secret processes or machines, inventions, studies, research projects, development plans and matters of a business nature, such as information about costs, profits, sales, markets, customer lists and other data not available to the public; and "employment" shall include employment for hourly wages, for salary, or as a consultant.

#### NATURE OF EMPLOYMENT

The parties recognize that the business of Avery and the nature of Employee's employment will permit Employee to have access to information of Avery and its Clients, that such information is the property of Avery and/or its Clients, and that any unauthorized disclosure thereof may be highly prejudicial to their interests. The parties further recognize that Employee may, during the term of his or her employment, make discoveries, inventions, contributions or improvements.

#### CONFIDENTIAL INFORMATION

During and after his or her employment with Avery, Employee will not disclose or appropriate any information for his or her own use or to the use of others, except as has been expressly authorized in writing by an officer of Avery. Employee shall not remove any writings containing information from the premises or possession of Avery or its Clients unless Employee has obtained express authorization in writing by Avery to do so.

Furthermore, Employee will deliver promptly to Avery on termination of such employment, or at any time Avery may so request, all copies of writings containing information which Employee may possess or have under his or her control.

#### INVENTIONS AND PATENTS

Employee will treat as belonging solely and exclusively to Avery or Avery's nominee, and will fully and promptly disclose and assign to Avery without additional compensation, all ideas, discoveries, inventions, contributions and improvements, whether patentable or not, which in any way relate to Avery's business or interests or which result from tasks assigned to Employee by Avery, and which, while Employee is so employed, are made, conceived or reduced to practice by Employee, alone or with others, during or after usual working hours, either on or off Employee's job. Employee agrees, at Avery's expense at any time during or after such employment, to sign all papers and do such other acts and things as Avery may reasonably require of Employee to protect Avery's rights to said ideas, discoveries, inventions, contributions and improvements, including applying for, obtaining and enforcing patents thereon in any and all countries.

## RESERVED INVENTIONS

On the bottom of the document is a complete list of all inventions, if any, patented or unpatented, presently owned by Employee, including a brief description thereof, which were conceived or made wholly or in part by Employee prior to Employee's employment by AVERY and which Employee wishes to exclude from this Agreement and Acknowledgement of Obligation.

## EXISTENCE OF ANY CONFLICTING AGREEMENT

To the best of Employee's knowledge, there is no other contract to assign Inventions that is now in existence between Employee and any other person, corporation or partnership unless Employee has so indicated on the bottom of this document and unless a copy of any such other contract is attached hereto.

## ACKNOWLEDGEMENT AND EFFECTIVE DATE

Employee acknowledges receipt of a copy of this Agreement and Acknowledgement of Obligation and agrees that all Employee's obligations hereunder shall be binding upon Employee's heirs, assigns and legal representatives. This Agreement and Acknowledgement of Obligation supersedes any existing agreement entered into by Employee and AVERY relating generally to the same subject matter and shall be effective as of the date the Employee commenced or commences employment with AVERY. If any provisions herein or any portions of such provisions are held unenforceable or invalid by a court of competent jurisdiction, the enforceability and validity of the remaining provisions or portions shall not be affected thereby.

James H. Rejt

EMPLOYEE'S SIGNATURE

Date: 10/7/83

AVERY INTERNATIONAL CORPORATION

By: \_\_\_\_\_

Robert D. Hatch

Date: \_\_\_\_\_

This Agreement does not apply to the inventions of California employees to the extent such inventions qualify fully under the provisions of California Labor Code Section 2870.

EXHIBIT B

# BEST AVAILABLE COPY

PATENT COOPERATION TREATY (PCT)

310048-347

Client Name & Docket No. Avery Dennison Corporation Atty: CWF  
Title: Controlled Droplet Formed Layered Structures

Applicant: Avery Dennison Corporation

U.S. Ser. # 60/067,904 U.S. Filing Date: 08 December 1997

Int'l. Ser. # PCT/US98/25875 Int'l. Filing Date: 07 December 1998

Please acknowledge receipt of:

DUE DATE 13 February 1999

(extended)

Application having

Response to Inv. to Correct Defects

Pages of Request

Letter

Pages of Specification

Power of Attorney

Pages of Claims

Corrected Drawings

Pages of Abstract

Replacement Pages \_\_\_\_\_ to \_\_\_\_\_

Pages of Drawings

Check No. \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amendment to Search Report

Letter - *Attorney declaration*

Letter

Demand for Chapter II

Amended Claims Pages \_\_\_\_\_ to \_\_\_\_\_

Amended Claims

Check No. \_\_\_\_\_

Response to Written Opinion

Amount \$ \_\_\_\_\_

Replacement Pages \_\_\_\_\_ to \_\_\_\_\_

Cert. of Express Mailing

Exp. Mail No. EL270921576US

Letter

Mailed 12 May 1999

By \_\_\_\_\_

*Ruth V.*



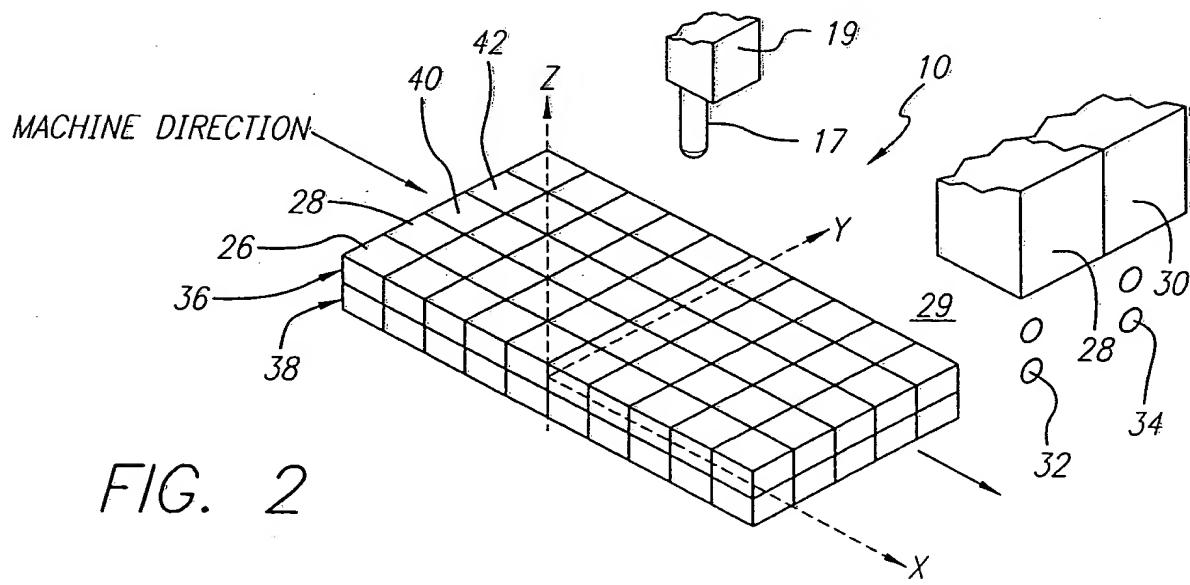
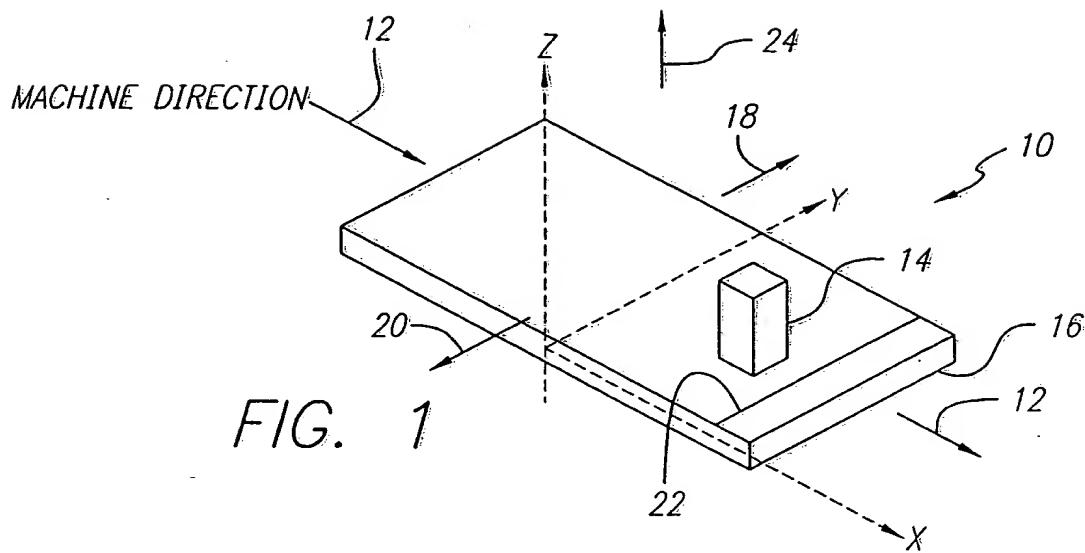


FIG. 3

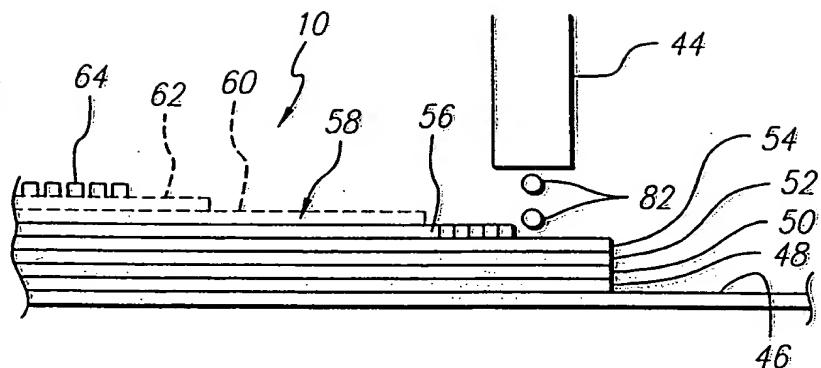


FIG. 4

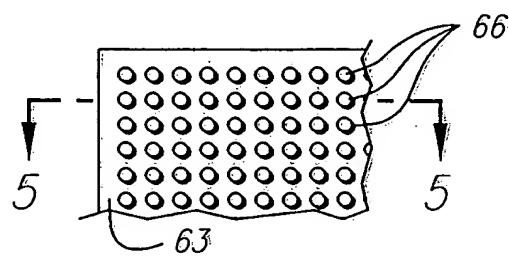


FIG. 5

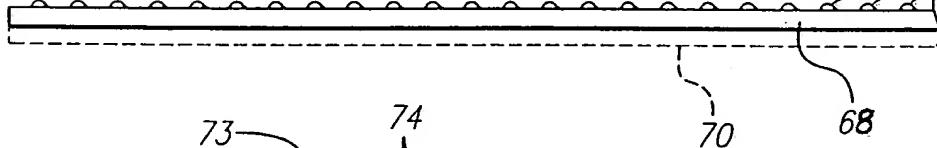


FIG. 6

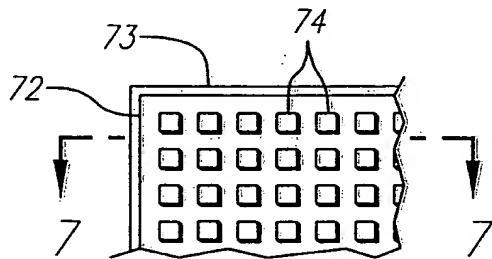


FIG. 7

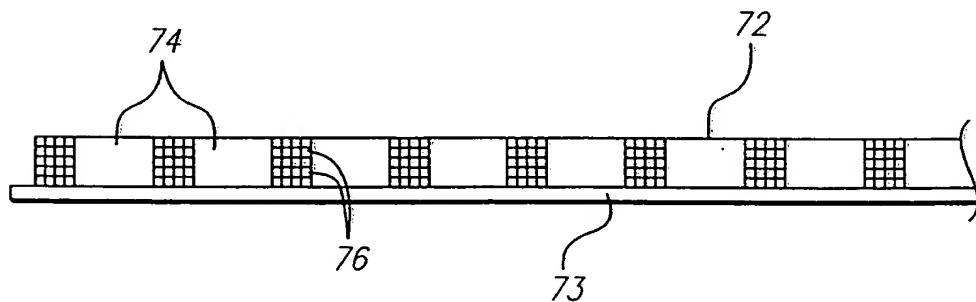


FIG. 8

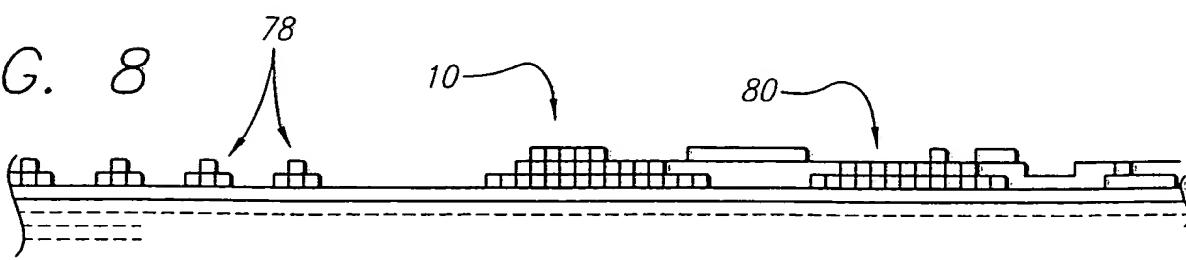


FIG. 9

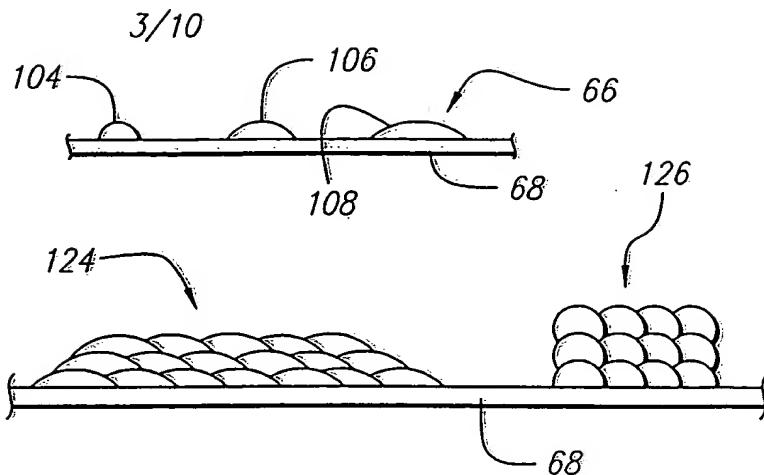


FIG. 12

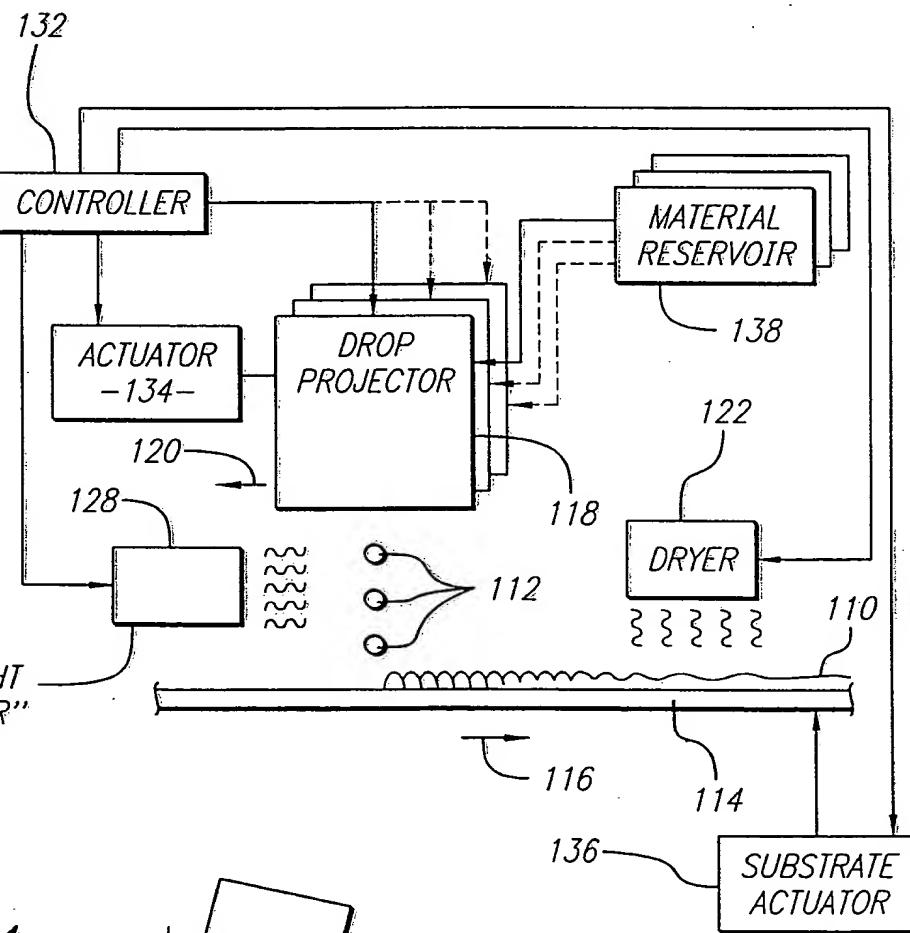
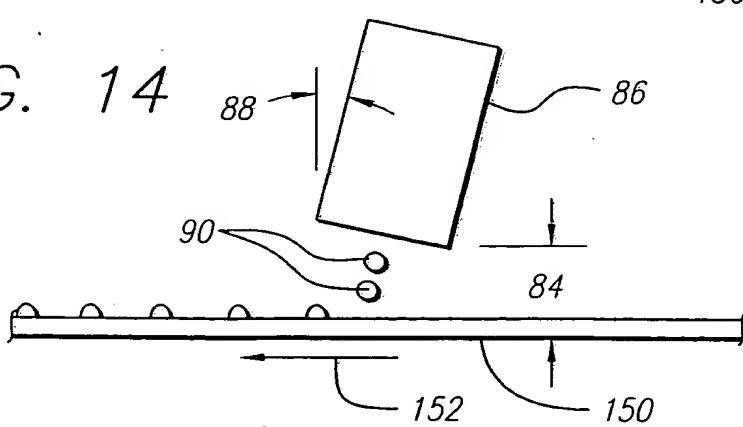
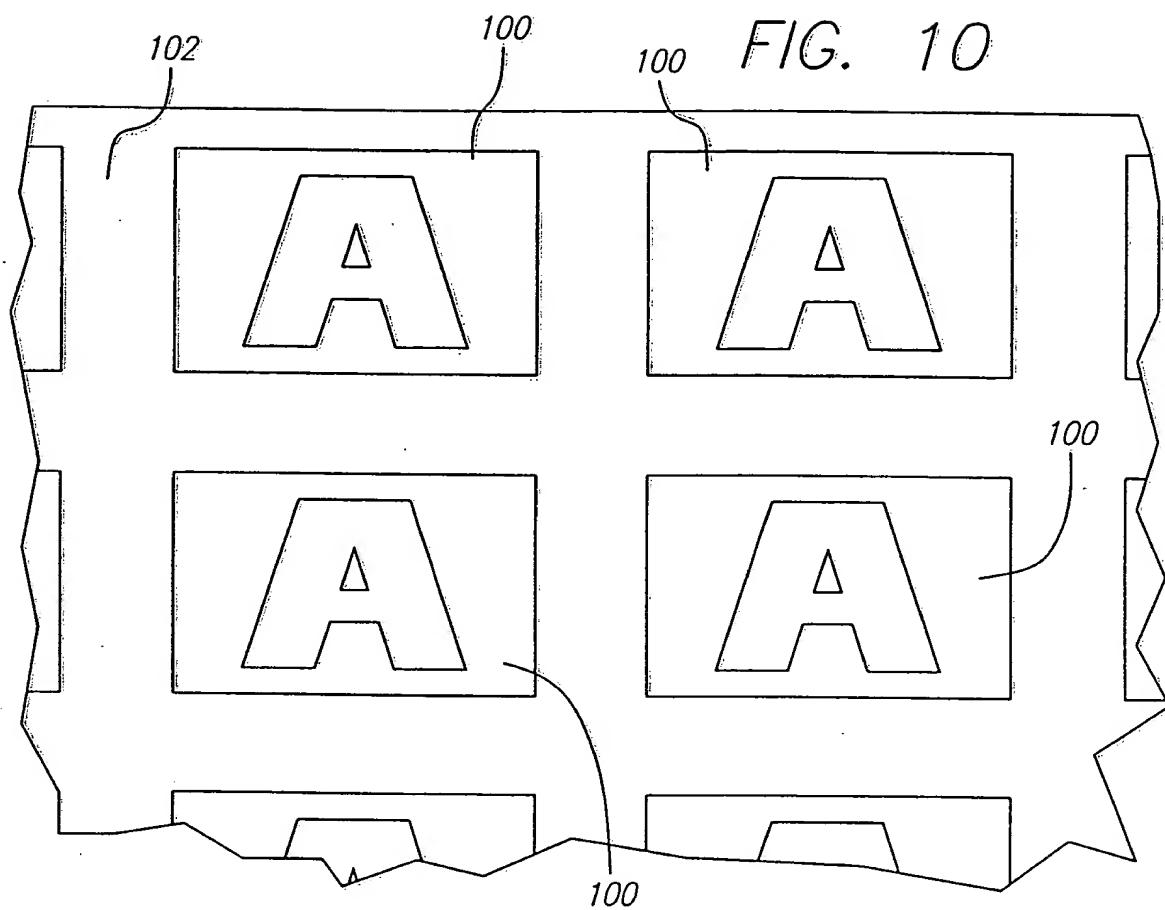


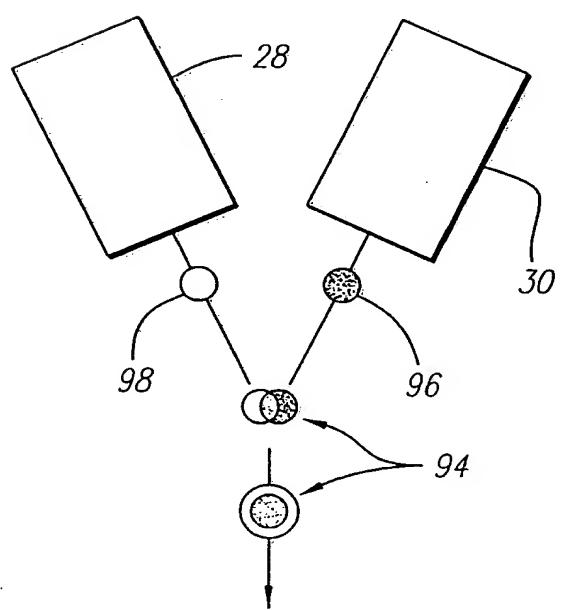
FIG. 14



4/10



*FIG. 11*



*FIG. 19*

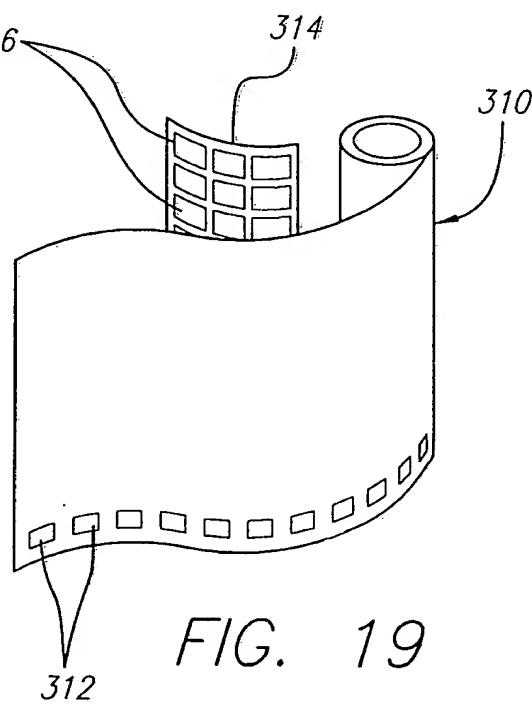


FIG. 15

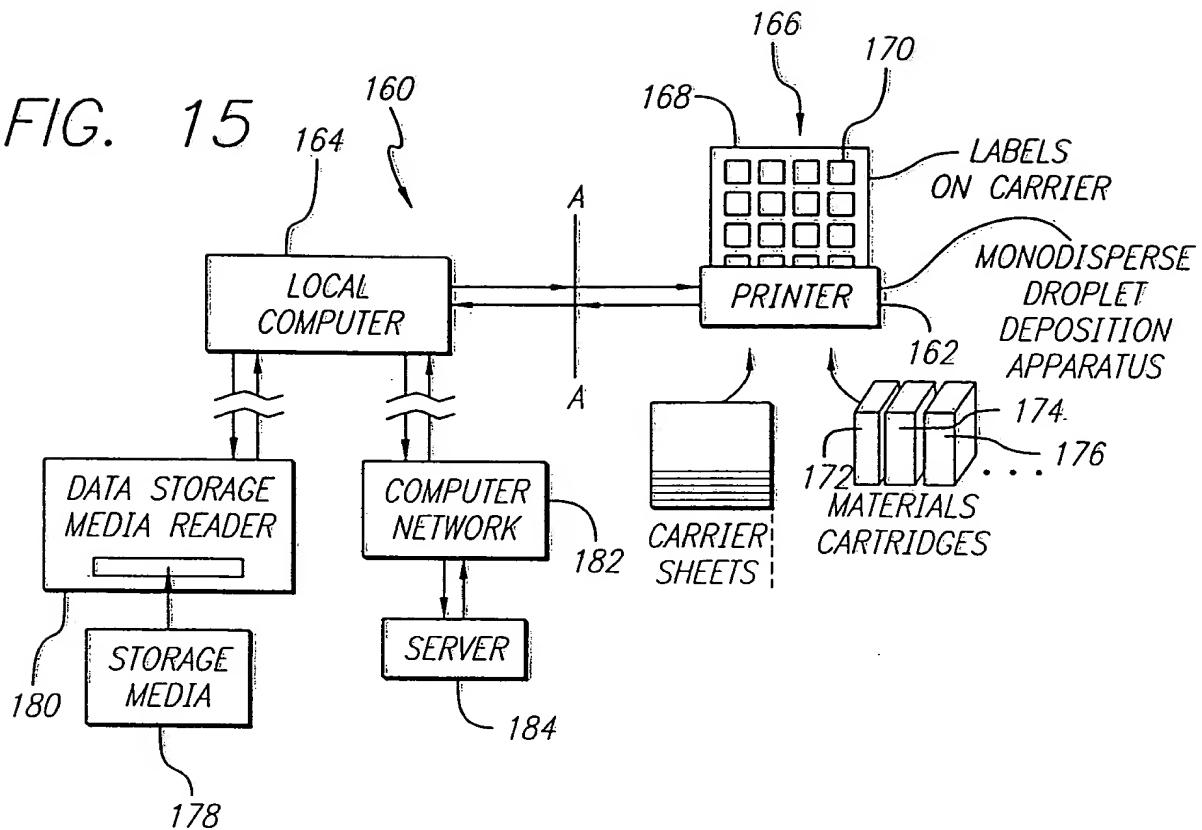
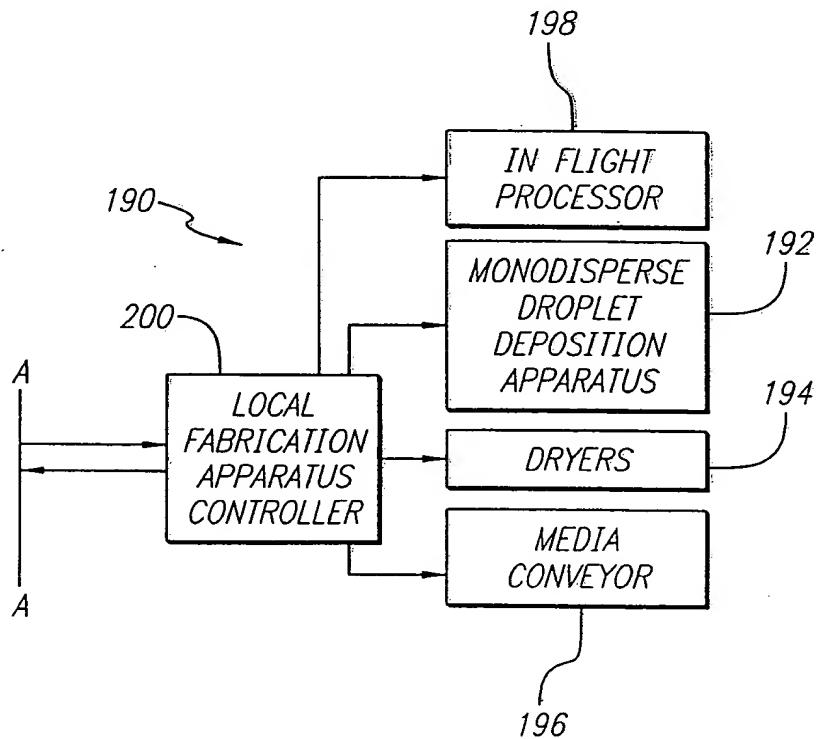


FIG. 16



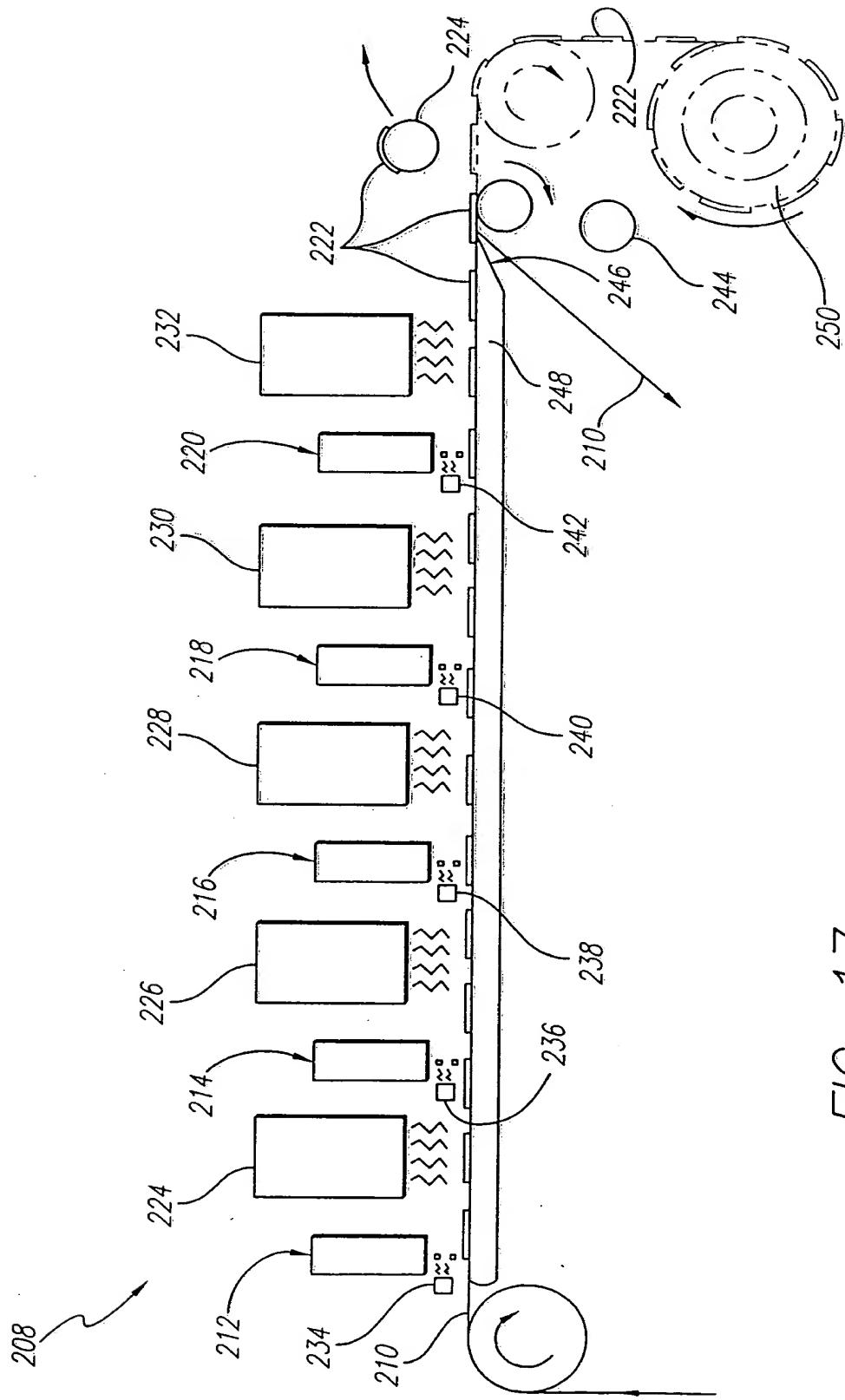
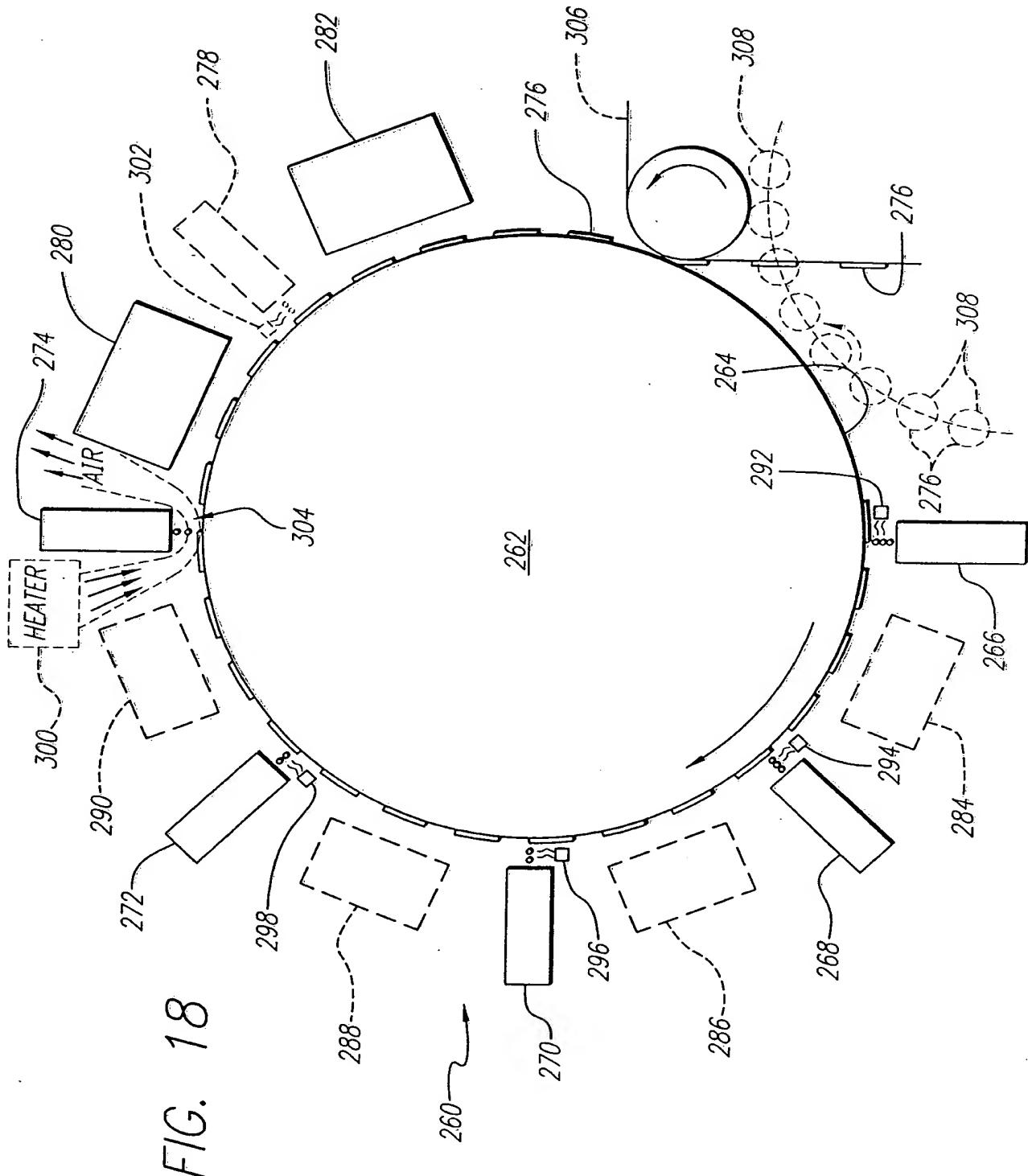


FIG. 17



8/10

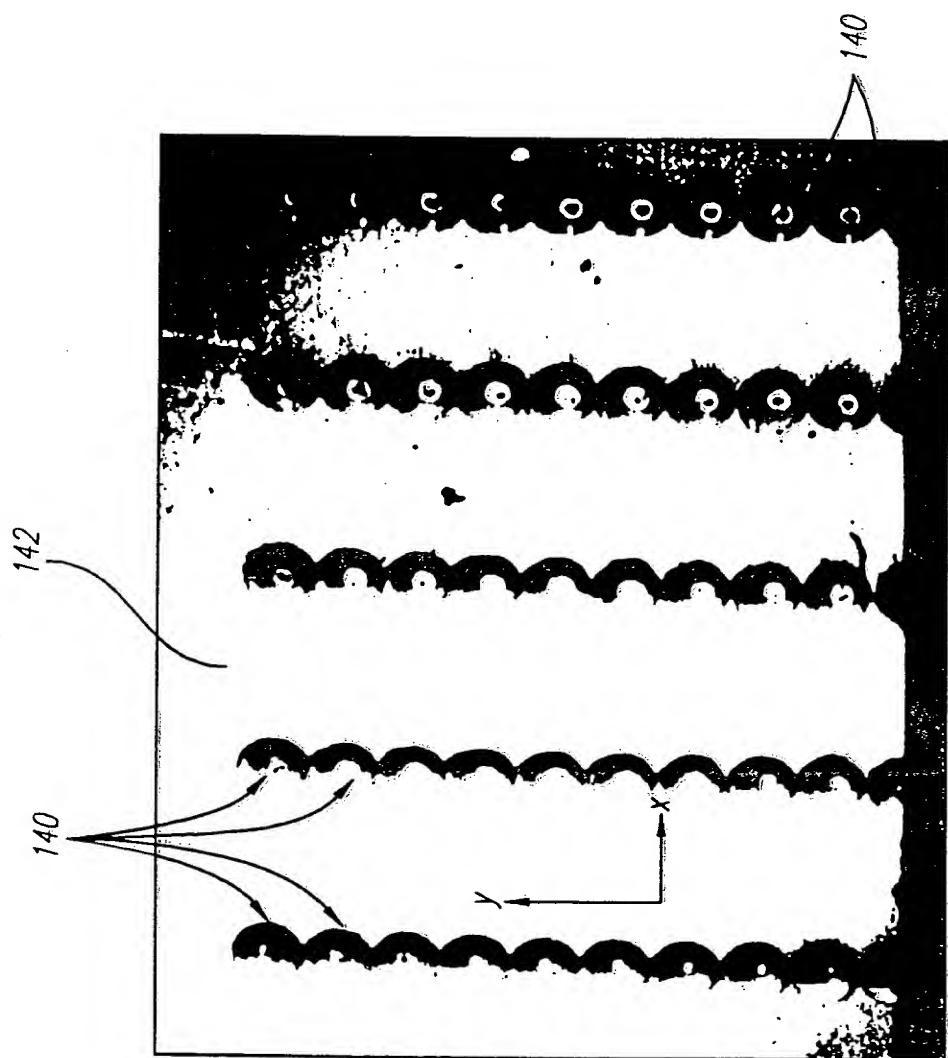


FIG. 20

9/10

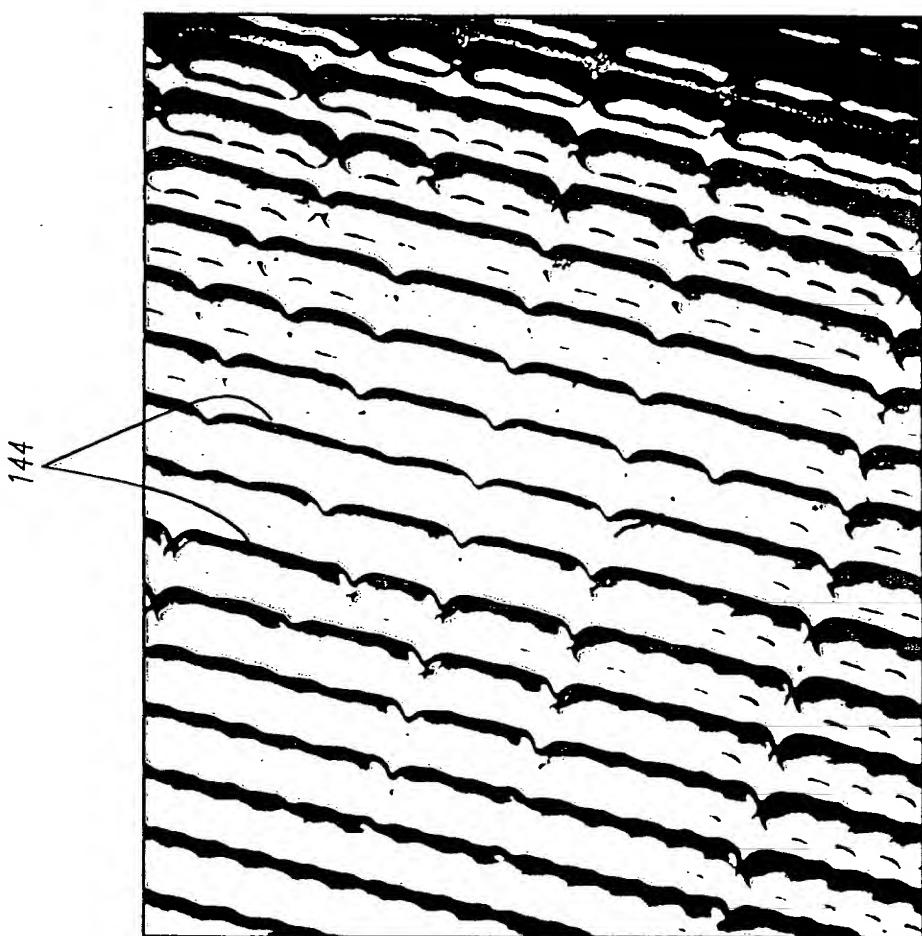


FIG. 21

10/10

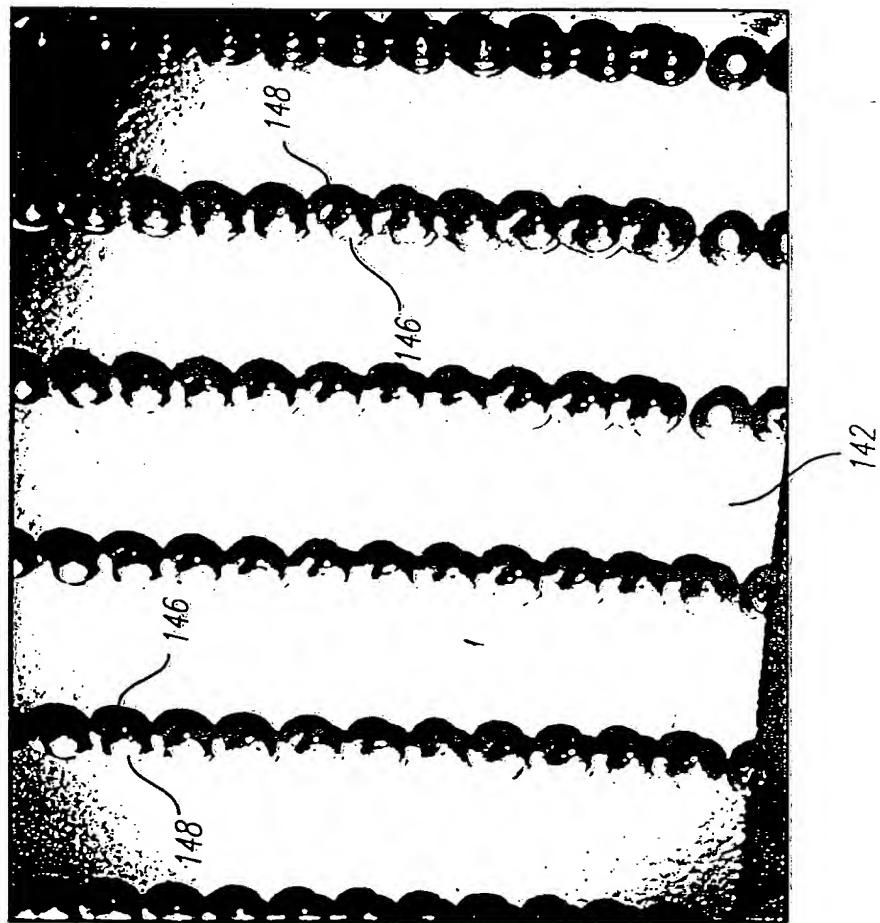


FIG. 22

PATENT COOPERATION TREATY  
THE UNITED STATES INTERNATIONAL  
PRELIMINARY EXAMINING AUTHORITY

In re application of: : Attorney's or Agent's  
AVERY DENNISON CORPORATION, ET AL. : File Ref. 310048-347  
:  
International Application No.: PCT/US98/25875 :  
:  
International Filing Date: 07 December 1998 :  
:  
For: CONTROLLED DROPLET FORMED :  
LAYERED STRUCTURES :  
:  
:

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Attn: Mr. Alan C. Rose

Dated: April 21, 1999

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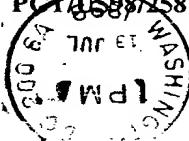
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